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4 UNITED STATES DISTRICT COURT  
5 WESTERN DISTRICT OF WASHINGTON  
6 AT TACOMA

7 HIMC CORPORATION, a Washington  
8 corporation,

9 Plaintiff,

10 v.

11 PREM RAMCHANDANI and Jane Doe  
12 Ramchandani; SHAI BAR LAVI and ANNA  
13 SACHS BAR-LAVI; AVI SIVAN and Jane  
14 Doe Sivan; AVRAHAM OVAIDIA and Jane  
15 Doe Ovaidia; and FIDELITY TRANSFER  
16 CO., a Nevada corporation,

17 Defendants.

Case No. C07-5342FDB

ORDER GRANTING PLAINTIFF'S  
MOTION FOR ENTRY OF FINAL  
JUDGMENT

18 Plaintiff HIMC Corporation moves for entry of final judgment. By order entered November  
19 25, 2008 [Dkt. # 106], the Court denied the Individual Defendants' motion for summary judgment  
20 and granted in part and denied in part Plaintiff's motion for summary judgment. Briefly, the Court  
21 concluded that no contract had been formed between HIMC and the Individual Defendants or the  
22 "Veripay Group"; that restricted stock was issued, which the Individual Defendants asserted was not  
23 what they bargained for; the individual defendants tendered checks reflecting a certain price for the  
24 stock, which checks were never cashed by HIMC, so were not accepted. Among other things, the  
25 Court granted HIMC's request for return of securities issued pursuant to the February 9, 2005  
26 Memorandum of Understanding.

The Individual Defendants appealed the Court's ruling, but the Ninth Circuit dismissed the  
appeal for lack of jurisdiction and all pending motions were denied as moot.

1 The Individual Defendants oppose entry of final judgment. First, the Individual Defendants  
2 argue that the proposed language of Paragraph 1 of the proposed final judgment confuses the  
3 Court's conclusion that no contract was formed. This contention is without merit, as the statements  
4 that the Defendants did not pay \$0.125 per share and did not perform by producing gross revenues  
5 of \$100,000,000.00 for HIMC within two years of the offer stated in the Memorandum of  
6 Understanding are factual, and a reading of the entirety of the Court's order reflects this and the  
7 conclusion that no contract between the parties was formed.


8 Second, the Individual Defendants assert that the proposed judgment directs defendants to do  
9 what they have already done: return the stock certificates, with the exception of Shai and Anna Bar-  
10 Lavi, who, according to the Individual Defendants' counsel, have lost their certificate. This  
11 objection is without merit. The final judgment should reflect the obligation of the Individual  
12 Defendants to return the stock certificates, and to follow whatever procedure Fidelity Transfer Co.  
13 (HIMC's registration/transfer agent) may require with respect to a lost stock certificate.

14 Third, and finally, the Individual Defendants oppose the provision for providing fifteen days  
15 after entry of judgment to move for attorney's fees. This objection is also without merit, as Fed. R.  
16 Civ. P. 54(d)(2)(B) provides for a court order regarding the timing of a motion for attorney's fees.

17 The Court concludes that entry of the final judgment proposed by Plaintiff HIMC [Dkt. #  
18 132] is appropriate, that the Individual Defendants' objections are without merit, and Plaintiff's  
19 motion for entry of final judgment will be granted.

20 NOW, THEREFORE, IT IS ORDERED: Plaintiff HIMC's Motion for Entry of Final  
21 Judgment [Dkt. # 132] is GRANTED.

22 DATED this 20<sup>th</sup> day of May, 2009.

23   
24 FRANKLIN D. BURGESS  
25 UNITED STATES DISTRICT JUDGE  
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